

Attorney Docket No. 10559-362001
Application No. 09/734,333
Amendment dated May 7, 2004
Reply to Office Action dated January 15, 2004

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

Claims 1, 3, 4, 9 and 22 stand rejected over Alcorn in view of Nevarez. This contention, however, is respectfully traversed, and for reasons set forth herein, it is respectfully suggested that the rejection does not meet the Patent Office's burden of providing a *prima facie* showing of unpatentability.

Specifically, the rejection postulates that Alcorn teaches the basic Java™ objects, but admits that "Alcorn does not specifically disclose that publishing the information" see for example, page 5, first partial paragraph. The rejection alleges, however, that Nevarez teaches publishing the information.

This contention is respectfully traversed however, since nowhere does Nevarez teach or suggest anything that would suggest the claimed subject matter.

Claim 1, for example, specifies "publishing said wrapped object with a broker that publishes information about Java™ objects". Assuming arguendo that Alcorn teaches everything

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stated by the rejection, and that Alcorn could be operatively combine with Nevarez (neither of which contentions are admitted by the undersigned,), it is still respectfully suggested that the hypothetical combination would not teach this claimed subject matter. Initially, the rejection admits that Alcorn does not disclose publishing the information. Nevarez does not publish the (wrapped object) with a broker. Nevarez does wrap objects in specified ways. Column 4, line 22 specifies that "an OLE spreadsheet "can be published as a CORBA usable object....". However, the word "published" here is not used in the sense of published with a broker, but rather published for use in the operating system. Column 5, lines 5-15 describe the use of language libraries which can be reused in various ways. Nowhere is there any teaching or suggestion, however, of publishing this with a broker. The description of the preferred embodiment, described generally in columns 5 and 6, describe how different DLL files can be reused in other programming environments. One of the uses is by wrapping an object for consistency with other system objects (see, for example, column 6, lines 51-52). This means, therefore, that code which is used in one language, can be re-used in another. A given object can therefore be used in different ways within the programming language; see generally column 7. Again, while this describes libraries of different

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materials, it teaches nothing about publishing this with a broker. It allows using reusable code modules with Java™, JavaBeans™, see, generally, column 7, lines 65 through column 8. Again, however, nowhere is there any teaching or suggestion of publishing this information with a broker, as claimed.

Column 13 is entirely consistent; again this refers to scripts in the programming environment. Column 13, line 16 describes how a directory search of the local files can be carried out. Again, however, this is about using reusable code modules in different kinds of programs, not about publishing a wrapped object with a broker that publishes information about Java™ objects, as claimed. While the word "publishing" is used in Nevarez, there is quite simply no teaching or suggestion of the specific language of claim 1, requiring "publishing said wrapped object with a broker that publishes information about Java™ objects". Quite simply, this is nowhere taught or suggested by the cited prior art.

Therefore, claim 1 should be allowable along with the claims which depend therefrom. Certain ones of the dependent claims were rejected over additional secondary references, but these dependent claims should be allowable for similar reasons to those discussed above.

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Claim 12 should be allowable for analogous reasons; as it defines a communication element "providing said wrapped Java™ objects to a broker for Java™ objects". This is not taught or suggested by the hypothetical combination of prior art, and should be allowable, along with the claims which depend therefrom.

Claim 19 defines providing the wrapped object "to a JINI™ broker which publishes various information about said Java™ object" and should be allowable for analogous reasons.

Claim 22 defines that the converting is automatically searching for functionality of the non-Java™ object. Nowhere is there any teaching or suggestion of searching for the functionality. The rejection admits on page 6 that Alcorn does not teach or suggest searching for functionality of a non-Java™ object. The rejection states that Nevarez teaches this. Nowhere, however, is there any teaching or suggestion of searching the wrapped object in Nevarez.

To the extent that the official notice attempts to allege that automatic searching of the functionality of a wrapped object is known, this contention is respectfully traversed. Nowhere is there any teaching or suggestion of searching for the functionality of a non-Java™ object which is wrapped. By

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wrapping the object, it becomes difficult to search for that functionality. This is quite simply not taught or suggested by the hypothetical combination of prior art.

Claim 26 specifies providing either the Java object or the non-Java™ service to a broker that publishes information. As discussed above, the providing of this subject matter to a broker is in no way taught or suggested by the cited prior art.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

In view of the above amendments and remarks, therefore, all of the claims should be in condition for allowance. A formal notice to that effect is respectfully solicited.

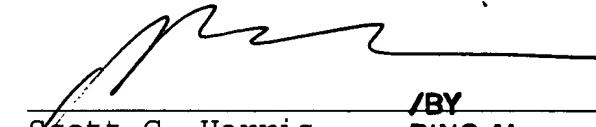
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Respectfully submitted,

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